

MILITARY MISSION

Agreement signed at Washington May 10, 1934

Entered into force May 10, 1934

Amended by agreements of July 21 and 23, 1934,¹ and June 20 and October 29, 1935²

Extended by agreement of November 9 and December 16 and 19, 1935³

Superseded by agreement of November 12, 1936⁴

49 Stat. 3543; Executive Agreement Series 64

AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND THE UNITED STATES OF BRAZIL

In conformity with the request made on December 11, 1933, by the Brazilian Ambassador at Washington to the Secretary of State of the United States of America, the President of the United States of America, by virtue of the authority conferred by the Act of Congress, approved May 19, 1926,⁵ entitled "an Act to authorize the President to detail officers and enlisted men of the United States Army, Navy, and Marine Corps to assist the Governments of the Latin American Republics in military and naval matters", has authorized the detail of officers constituting a Military Mission to Brazil, upon the following agreed conditions:

TITLE I

Purpose and Duration

ARTICLE 1. The purpose of the Mission is to cooperate with the General Staff, Office of the Chief of Coast Defense and the officers of the Brazilian Army in the development and functioning of the Coast Artillery Instruction Center, to superintend the courses and assist in the instruction.

ARTICLE 2. This Mission shall continue for two years from the date of the signing of this agreement by the accredited representatives of the Governments of the United States of America and of the United States of Brazil.

¹ EAS 65, *post*, p. 847.

² EAS 84, *post*, p. 860.

³ EAS 85; not printed here.

⁴ EAS 98, *post*, p. 868.

⁵ 44 Stat. 565.

ARTICLE 3. If the Government of Brazil should desire that the service of the Mission should be extended, in whole or in part, beyond the period stipulated, a proposal to that effect must be made six months before the expiration of this agreement.

ARTICLE 4. If it should be necessary, in the interest of either one of the two Governments, that the present contract or its extension be terminated before the time specified, the Government so desiring must give notice to the other three months in advance.

ARTICLE 5. It is herein stipulated and agreed that while the Mission shall be in operation under this agreement, or under an extension thereof, the Government of Brazil will not engage the services of any Mission or personnel of any other foreign government for the duties and purposes contemplated by this agreement.

TITLE II

Composition and Personnel

ARTICLE 6. The Mission will be composed of two officers of the Coast Artillery Arm of the Army of the United States of America, a Lieutenant Colonel and a Major or a Captain, who have specialized in coast artillery, one in the technique of firing and the other in tactical organization, preferably officers who have had active service or officers experienced in teaching, so that they may serve as instructors at the Army Center of Coast Artillery Instruction at Rio de Janeiro.

ARTICLE 7. Any additions to the personnel of the Mission that may be considered advisable or necessary shall be considered as an addendum to this agreement.

TITLE III

Duties, Rank and Precedence

ARTICLE 8. The members of the Mission shall be responsible solely to the Brazilian Ministry of War through the senior member of the Mission, and shall act as technical advisers to the Chief of the General Staff and Chief of Coast Defense for the questions of organization and instruction in the matters pertaining to the specialty.

ARTICLE 9. It shall be the duty of the members of the Mission, under the direction of the senior member, to advise the Director of the Center of Coast Artillery Instruction and to cooperate with him in all matters pertaining to the same, prescribing the courses and assisting in the instruction.

ARTICLE 10. In case of war between Brazil and any other nation, the Mission shall terminate. In case of civil war no member of the Mission shall take part in the operations in any respect.

ARTICLE 11. The members of the Mission shall retain the rank which they held in the Army of the United States. Their precedence with respect to

the Brazilian officers shall be in accordance with seniority. The members of the Mission will wear only uniforms of the Army of the United States of America.

TITLE IV

Compensation and Perquisites

ARTICLE 12. The members of the Mission shall receive from the Brazilian Government, for their services, the following annual compensation in Brazilian paper money, payable monthly in 12 equal installments:

Lieutenant Colonel	66:000\$000 (Sixty-six contos)
Major	60:000\$000 (Sixty contos)
Captain	54:000\$000 (Fifty-four contos)

ARTICLE 13. The compensation of each member of the Mission will begin on the date of his leaving New York, traveling by sea, and will continue, upon completion of his service in the Mission, up to the date of his arrival in New York proceeding by usual sea route. Any member of the Mission who may return to the United States after serving less than two years, except in case of ill health, or termination of the Mission, or who returns on request of the Brazilian Government in accordance with Article 26, will only receive full pay up to the date of his leaving Rio de Janeiro.

ARTICLE 14. It is further stipulated that this compensation shall not be subject to any Brazilian tax now in force or which may hereafter be imposed.

ARTICLE 15. The expenses of transportation by land and sea of the members of the Mission, their families, household effects and baggage, including automobiles, from New York to Rio de Janeiro, shall be paid by the Brazilian Government, being advanced prior to departure by the representative of that Government, the officers and their families being furnished with first-class accommodations, families being construed as wives and dependent children throughout the contract. There shall also be provided the following additional allowance to cover expenses of locating and housing each member of the Mission:

Lieutenant Colonel	5:500\$000
Major	4:000\$000
Captain	4:500\$000

The household effects and baggage including automobiles of the personnel of the Mission and their families shall be exempt from customs duties and imposts of any kind in Brazil.

ARTICLE 16. The members of the Mission who remain in Brazil two or more years, or until termination of the Mission, shall have the right to the payment of return transportation expenses of themselves and their families, and all effects, from Rio de Janeiro to New York. These expenses shall cover first-class accommodation for the officers and the families of the officers.

ARTICLE 17. During the stay of the Mission in Brazil, the Government of Brazil shall grant, on request of the senior officer, free entry for articles of personal and family use; families being construed as wives, and dependent children.

ARTICLE 18. In case of the renewal of this contract, each member of the Mission with two complete years of service at the Coast Artillery Instruction Center shall have the right to a leave of absence on full pay in Brazilian money for three months, exclusive of travel time, with the right of leaving Brazil. The senior member of the Mission shall arrange, after consultation with the Chief of the General Staff, that such leaves inconvenience as little as possible the interests of the Brazilian Army.

ARTICLE 19. Members of the Mission who may become ill, shall, if necessary in the judgment of the senior member of the Mission, be cared for by the Brazilian Government, in such hospital as the senior member of the Mission may, after consultation with the Brazilian authorities, consider suitable.

ARTICLE 20. In case of travel performed on official business to the fortifications outside of the Federal District and Nictheroy, by any member of the Mission, such member shall receive while engaged therein, besides his regular compensation, per diem allowances and transportation which shall be the same as those allowed to the officers of the Brazilian Army of the same rank and in like circumstances.

ARTICLE 21. The officers of the Mission shall be accorded the same rights and privileges which are enjoyed by diplomatic representatives accredited to Brazil and of corresponding rank, except as regards the rights of importation already covered in a preceding clause.

ARTICLE 22. When it is necessary for the official service, there shall be placed at the disposal of the members of the Mission an automobile with chauffeur, or a properly manned and equipped vessel.

ARTICLE 23. Suitable offices and equipment shall be provided for the members of the Mission.

ARTICLE 24. Every member of the Mission shall have as an assistant instructor a Brazilian officer of the artillery arm.

ARTICLE 25. If cancellation of this contract be effected on the request of the United States of America, all expenses of the return of the Mission and the families and all effects thereof to the United States of America shall be borne by that Government. In case, however, the cancellation should be effected on the initiative of the Brazilian Government, or as the result of war between Brazil and a foreign power, the Brazilian Government shall bear all the costs of the return to the United States of America of the Mission and the families and all effects thereof, in accordance with the provisions of Articles 13 and 16, and in addition thereto, the Brazilian Government shall pay to each officer an amount equivalent to three months' compensa-

tion—from the date of his arrival in New York proceeding by usually traveled sea route.

TITLE V

Recall and Replacement of Members of the Mission

ARTICLE 26. The United States of America may, if the public interest so requires, recall, at any time, either a part or all of the members of the Mission, substituting for them other officers acceptable to the Brazilian Government, all the expenses connected therewith being incumbent on the Government of the United States of America. If on the request of the Brazilian Government, any member of the Mission is recalled for due and just cause other than that of termination of his services on the Mission or his illness, all the expenses connected with the return shall be incumbent on the United States of America.

ARTICLE 27. Any member of the Mission may be relieved on request by the Government of the United States of America after two years of service, being replaced by members, of the same rank and grade, acceptable to the Brazilian Government.

ARTICLE 28. No member of the Mission relieved on his own request before he gives two years service shall be entitled to travel expenses and transportation of effects at the expense of the Brazilian Government except in case of illness.

ARTICLE 29. If any member of the Mission should be obliged by illness to discontinue service with the Mission, the Brazilian Government shall bear the expenses of return of himself, family and all effects thereof, to the United States as above stipulated for members with more than two years of service.

ARTICLE 30. If a member of the Mission or one of his family should die in Brazil, the Brazilian Government shall have his body transported to such place in the United States as the family of the deceased may designate. In case the deceased should be a member of the Mission, the Brazilian Government shall pay the expenses of the travel of the family and the transportation of all their effects to New York.

ARTICLE 31. In case of substitution for a member of the Mission, all the clauses of this agreement, except in cases of express provisions to the contrary, shall apply to the substitute, including those specified in Articles 13 and 15.

ARTICLE 32. IN FAITH WHEREOF, the undersigned, being duly authorized, sign the present contract in two texts, each one in the English and Portuguese languages, at Washington, the tenth day of May, one thousand nine hundred and thirty-four.

CORDELL HULL

[SEAL]

Secretary of State of the United States of America

R. DE LIMA E SILVA

[SEAL]

*Ambassador Extraordinary and Plenipotentiary of the
United States of Brazil*